

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET**

December 17th, 2013 – 5:30pm

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NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726 2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

1) INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL

2) PLEASE SILENCE ELECTRONIC DEVICES

3) ACCEPTANCE OF AGENDA

4) PUBLIC HEARINGS

(a) Alcohol Sale Restrictions (Blue Law) – 2nd Reading

5) OPEN PUBLIC MEETING

6) CITY ATTORNEY REPORT

7) PRE-SCHEDULED PUBLIC APPEARANCES

8) MAYOR'S LOCAL ACHIEVEMENT AWARDS

9) CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 12/03/13*
 - Recommendation – Approval

10) CITY MANAGER'S REPORT

Correspondence/Reports/Recommendations

- a) Sensus Meters Agreement*
- b) Budget Calendar Transmittal*
- c) Planning and Zoning Board Appointment*
- d) Boys & Girls Club of Citrus County Letter to City*
- e) State of the City Address (Verbal)
- f) Other

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11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

ADJOURNMENT

DATES TO REMEMBER

Farmer Market

Saturday, December 21st, 2013 and January 4th, 2014; 9:00am – 1:00pm

Inverness Government Center Plaza

Friday Night Thunder

Friday, December 20th, 2013 @ 5:00-8:00pm

Inverness Government Center Plaza

Christmas Observance

Tuesday, December 24th, 2013, and Wednesday, December 25th, 2013

City Administrative Offices Closed

(Sanitation Service; Satellite Parks, Utilities & Police Operate)

New Year's Day Observance

Wednesday, January 1, 2014

City Administrative Offices Closed

(Sanitation Service; Parks, Police, Utilities Fully Operate)

Inverness City Council Regular Meeting

Tuesday, January 7th, 2014 at 5:30pm

Inverness Government Center

Agenda Memorandum – *City of Inverness*

DATE: December 13, 2013
ISSUE: Public Hearing
2nd Reading of Ordinance Regulating Sunday Alcohol Sale/Service
FROM: City Manager
CC: City Clerk
ATTACHED: MEMO TO COUNCIL, DATED 11/27/13
PROOF OF PUBLICATION
ORDINANCE 2013-697

Reference is made to attachments.

City Council action represents a continuation of what occurred December 3, 2013.

A Public Hearing has been duly advertised and scheduled to receive public comment with respect to the second reading of an Ordinance modification regarding Sunday sales and/or service of packaged alcoholic sales and alcoholic beverage service on Sunday between the hours of 7:00am and 1:00pm.

Recommended Action –

1. Motion, second and vote to read the Ordinance by title
 - a. City Clerk reads Ordinance title
2. Open the Public Hearing to receive public comments
 - a. Those for change; Those against change
3. Close the Public Hearing to deliberate
4. With an established desire to proceed, motion and second to adopt the Ordinance on second reading by roll-call.



Frank DiGiovanni

Agenda Memorandum – *City of Inverness*

DATE: November 27, 2013
ISSUE: City Economic Program
Alcohol Blue Law Restrictions
FROM: City Manager
CC: City Clerk
ATTACHED: Agenda Material from October 4th, 2011

This item is brought forward with previous information provided to City Council on October 4, 2011. As a regulatory issue, a Blue Law this structured to promote beliefs and restrict certain behavior. The packet of information includes background data and the same Ordinance City Council adopted previously.

We will be ready to impart facts based on the dialog and selected direction of City Council.

Recommended Action –

This is purely a policy decision.

1. If the majority wishes to maintain status quo, no action is necessary.
2. If the majority desires a change, the enclosed Ordinance may be adopted on the First Reading. (Note: date changes are typographical and may be made at the time of discussion and/or between the first and second reading (of an ordinance).
3. Guidance will be provided accordingly.


Frank DiGiovanni

*Council motioned to adopt
Ord. on 1st reading 4 yes / 1 Nay
P/H scheduled for Dec. 17th, 2011*

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-Fl.gov

Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Crystal River, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared


Theresa J. Savery and/or LaKeshia Brisco
and/or Mary Ann Naczi

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the

816-1206 FCRN City of Inverness PUBLIC NOTICE OF PROPOSED ENACTMENT NOTICE is hereby given by the City Council of the City of Inverness, Florida that pursuant to Chapter 166.041 of the laws of Florida a Public Notice be given by the City Council of th

Court, was published in said newspaper in the issues of
December 6th, 2013.

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


The forgoing instrument was acknowledged before me

This 10th day of Dec 2013

By: Theresa J. Savery and/or LaKeshia Brisco and/or Mary Ann Naczi

who is personally known to me and who did take an oath.

Notary Public



816-1206 FCRN
City of Inverness
PUBLIC NOTICE OF PROPOSED ENACTMENT

NOTICE is hereby given by the City Council of the City of Inverness, Florida that pursuant to Chapter 166.041 of the laws of Florida a Public Notice be given by the City Council of the City of Inverness that an ordinance entitled:

ORDINANCE NO. 2013 -697
AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "ALCOHOLIC BEVERAGES", BY AMENDING SECTION 4-5, ENTITLED "HOURS OF SALE RESTRICTED" TO ALLOW THE SALE AND DISPENSING OF ALCOHOLIC BEVERAGES DAILY BETWEEN THE HOURS OF 7:00 A.M. AND 2:00 A.M. THE FOLLOWING DAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR MODIFICATION AND, PROVIDING FOR AN EFFECTIVE DATE.

will be considered for final reading and adoption by the City Council. All interested parties may appear at the meeting and be heard with respect to the proposed Ordinance at 5:30 PM, December 17th, 2013.

Copy of the proposed ordinance will be on file with and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

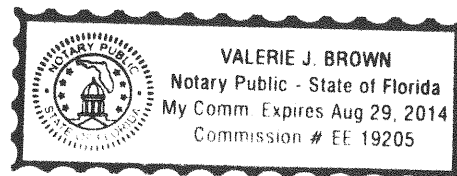
Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this
3rd day of December, 2013.

/s/ Deborah Davis
Attest: Deborah Davis
City Clerk
President of City Council

/s/ Linda Bega
Linda Bega

Published in the CITRUS COUNTY CHRONICLE, December 6th, 2013.



ORDINANCE NO. 2013 -697

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "ALCOHOLIC BEVERAGES", BY AMENDING SECTION 4-5, ENTITLED "HOURS OF SALE RESTRICTED" TO ALLOW THE SALE AND DISPENSING OF ALCOHOLIC BEVERAGES DAILY BETWEEN THE HOURS OF 7:00 A.M. AND 2:00 A.M. THE FOLLOWING DAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR MODIFICATION AND, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Inverness, Florida, this _____ day of _____, 2013, as follows:

Section 1. AMENDMENT OF CHAPTER 4, ALCOHOLIC BEVERAGES

Chapter 4, entitled "Alcoholic Beverages", of the City Code of Ordinances is hereby amended by amending Section 4-5, dealing with hours of sale restricted to read as follows:

"Sec. 4-5. Hours of sale restricted.

All places within the City of Inverness and licensed by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business and Professional Regulation to sell "alcoholic beverages", "intoxicating beverages, and "intoxicating liquors" as defined by Chapter 561, Florida Statutes, may be open for business and sell and serve such alcoholic beverages and intoxicating beverages in accordance with the license under which the place operates during the following hours:

Each day of the week between the hours of 7:00 a.m. and 2:00 a.m. of the following day.

No alcoholic and intoxicating beverages may be sold or served at any other times than those above specified."

Section 2. SEVERABILITY

If any article or portion of this ordinance is found to be invalid, unlawful or unconstitutional, all other articles of this ordinance shall remain valid and enforceable.

Section 3. INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 4. MODIFICATION

It is the intent of the Inverness City Council that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Council and filed by the Clerk.

Section 5. EFFECTIVE DATE

The effective date of this ordinance shall be as provided by law.

Upon motion duly made and carried on first reading, the foregoing ordinance was approved on the 3rd day of December, 2013.

Upon motion duly made and carried on second reading, the foregoing ordinance was adopted on the _____ day of _____, 2013.

CITY OF INVERNESS, FLORIDA

By: _____
LINDA BEGA, President

ROBERT PLAISTED, Mayor

ATTEST:

DEBORAH DAVIS, City Clerk

Approved as to form and content:

LARRY M. HAAG, City Attorney

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 12/18/13
			TOTALS FOR AERO PEST CONTROL		220.00
			TOTALS FOR CLANCY & THEYS CONSTRUCTION COMPANY		137,049.09
			TOTALS FOR DUKE ENERGY		647.10
			TOTALS FOR GAI CONSULTANTS, INC		2,102.50
			TOTALS FOR HEART OF FLORIDA ENVIRONMENTAL		6,544.53
			TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC		178.50
			TOTALS FOR POWER FLOW TECHNOLOGIES		1,500.00
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		618.78
			TOTALS FOR UNIFIRST CORPORATION		15.84
			TOTALS FOR WALGREEN'S		286.00
			TOTALS FOR WRIGHT EXPRESS		3,043.39
			REPORT TOTALS		152,205.73

** END OF REPORT - Generated by Esther Kirkland **

December 3, 2013
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Bega
Vice President Hinkle
Councilman Ryan
Councilwoman Hepfer
Councilman McBride
Mayor Plaisted (Not Present)

Also present were City Manager DiGiovanni, Asst. City Manager Dick, City Manager in Training Williams, City Attorney Haag, Community Development Director Malm, Public Works Director Cottrell, and City Clerk Davis.

The Invocation was given by Councilman McBride and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilman McBride motioned to accept the agenda as presented. Seconded by Councilwoman Hepfer. The motion carried.

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

CITY ATTORNEY REPORT

None

PRE-SCHEDULED PUBLIC APPEARANCES

a) Clark Stillwell - War Memorials Renovation –

Mr. Clark Stillwell addressed City Council on behalf of the Citrus County Historical Society, representatives of the Board of County Commission and representatives of the City of Inverness. He finds it important to improve War Memorial location and venue currently located on the West side of the Historic Courthouse for the veterans and the community. He presented drawings of suggested relocation into a circular product with walkway with bricks that could be sold. He noted that the memorial will be ADA accessible, have protective landscaping, will be in front of main entrance to the Historic Courthouse, and will have room for expansion. He has met with Commissioner Kenny, Captain McCloud, with Veterans Association, and City

Manager DiGiovanni on this idea and all looked positively on project. He spoke of the people the ad hoc committee and displayed proposed drawing of the memorial venue, by Terry LeGree, Landscape Architect and the location. The cost of the project is about \$30,000 and this evening was only asking for constructive criticism and thoughts. If they get consensus that the project is appropriate, they will move forward. Council President Bega noted the Ligustrum Trees near the proposed area and concern of them blocking the view of the memorial. Council consensus that it was a great design and approved of the venue.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CONSENT AGENDA

Councilwoman Hepfer motioned to accept the Consent Agenda. Seconded by Councilman Hinkle. The motion carried.

- a) Bill Listing *

Recommendation - Approval

- b) Council Minutes – 11/19/13 *

Recommendation - Approval

CITY MANAGER'S REPORT

CORRESPONDENCE/REPORTS/RECOMMENDATIONS

- a) **Resurfacing Bid***

City Manager DiGiovanni presented the Bid Award. Roadway resurfacing is funded annually in the Capital Improvement Program. All City streets were assessed and rated to address the streets in most need. Streets to be resurfaced by this appropriation are: Lake Street, North Line Avenue, North Talmadge Avenue, North Trout Avenue, and a section of Mossy Oak Drive. Approximately \$320,000 is available in the CIP resurfacing project to include the contractor bid amount, engineering oversight, and contingency. This project received five (5) bids which were reviewed by Kimley-Horne & Associates and City staff. Art Walker Construction, Inc. was rated as the lowest and best bidder in the amount of \$275,257.50.

Councilman Hinkle motioned to accept the bid from Art Walker Construction, Inc. for the Roadway Resurfacing Project as the lowest and best bid in the amount of \$275,257.50 and authorize the Council President to execute the attached Notice of Intent to Award and the execution of the attached contract documents. Councilwoman Hepfer seconded. The motion carried.

Councilwoman Hepfer motioned to authorize the City Manager to issue the Notice to Proceed and to approve change orders as necessary to complete the project with a satisfactory outcome. Seconded by Councilman Ryan. The motion carried.

b) **Land Acquisition***

City Manager DiGiovanni spoke of the potential for the City of Inverness to acquire additional properties in the immediate downtown, along Dampier Street and are a part of the visioning process undertaken around 2005/2006, and represented in 2011/12. We are not going to act on this this evening, as after the agenda was finalized, further conversation is necessary as the purchase price amount has changed. We maintain an interest and are respectable of the process, but we will not be dismissive with public funds and will continue conversation to try to bring back to you a reasonable, equitable, procurement document that is in the best interest of the people and businesses of Inverness. The desirability of staff is to continue cleaning and improving sectors of our downtown business/economic core.

c) **Appropriate CIC Funds - Resolution***

City Manager DiGiovanni explained that the City has been a member of the Citrus Information Cooperative (CIC), a local government consortium, since 2002. The CIC is a means for local governments to share technology and hardware/software investments to achieve a better project through GIS services. We have planned to improve the Permit Issuance and Tracking software that was purchased in 1999. The current program is not able to be updated and does not meet future needs. Tyler Technologies offers a program which is adaptable and useful to automate more areas of function within the City. The goal is to work through the CIC to bridge and achieve GIS integration with a seamless data interface (sharing) with the Property Appraisers Office. The CIC board authorized \$50,000 of the costs be funded from the City's equity share, leaving the City to fund \$19,825. The project includes: software license fees, implementation, data conversions, and GIS integration and mapping systems. This will assist us with the issuing of building permits, knowledge of city properties, and improve code enforcement capabilities. This also reduces any impact to the budget, improves efficiencies, and enhances revenues back to the city.

Councilwoman Hepfer motioned to have the Clerk read Resolution 2013-25 by title only. Seconded by Councilman Ryan . The motion carried.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014, AMENDING THE GENERAL FUND, AND CAPITAL PROJECTS FUND REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Ryan asked if this has the new software been evaluated to where it's compatible with the old software and seamless in its transition and was advised that it had.

It was discussed that we will be able to leverage the Property Appraiser's GIS Program, and marry it with our software for permit issuance, code enforcement and zoning. .

Councilwoman Hepfer motioned to approve Resolution 2013-25 by roll call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilman Hinkle, yes; Councilman McBride, yes; Councilman Ryan, yes; Councilwoman Hepfer, yes; Council President Bega, yes. The motion carried unanimously.

d) Withlacoochee Planning Commission Representation*

City Manager DiGiovanni explained that the Withlacoochee Regional Planning Council (WRPC) requires that municipal officials of Citrus County appoint one elected official to represent the two municipalities. The appointment has traditionally rotated with the City of Crystal River. At their request, the City of Crystal River would like the City of Inverness to continue as the representative and they will address again next year.

Councilwoman Hepfer motioned to appoint Councilman Hinkle to continue to serve as the Citrus County Municipal Representative on the Withlacoochee Regional Planning Council. Councilman Ryan seconded. The motion carried.

e) ZBA Appointment - Charlie Wade*

City Manager DiGiovanni referenced the completed application by Charlie Wade for appointment to the Zoning Board of Adjustment (ZBA) for the City of Inverness. He advised that Attorney Haag, researched the aspect of dual office holding and found that with Community Redevelopment Agency (CRA) (Tax increment financing area of the city, which is birthed from Florida State Statutes) the Statute sites criteria which was overlooked in this appointment. It is prohibited to be appointed to CRA, and is involved with adopting and passing the CRA budget.

Mr. Haag noted FL State Statute 163.367(3) which prohibits a member of a Community Redevelopment Agency from holding another office in any City or County regardless of which governing body created the CRA. Commonly you get into problem with dual office holding when you are appointing the person to a position where they make final decision, ie; Code Enforcement, Zoning Board of Adjustment, as they make decisions that are final. He suggested that the city obtain a pamphlet published by the Attorney General on dual office holding. He noted that Mr. Wade currently sits on the CRA, therefore cannot legally serve on both CRA and ZBA.

f) Blue Law*

City Manager DiGiovanni addressed the city economic program regarding the Alcohol Blue Law. At the last meeting of City Council members indicated they wished to revisit this issue for discussion. This item has been brought forward previously to the City Council on October 4, 2011. He provided on the dais the previously adopted Ordinance from 2011, which was vetoed. This is open for discussion and is a policy decision of the Council.

Councilman Ryan stated that this should be a business decision and if the City of

Inverness wants investment and start businesses downtown, it should be passed. He stated that he was not encouraging drinking on Sunday, but didn't think opposing the blue will encourage it either.

Councilwoman Hepfer agreed that this is about business and has been approached about the loss of business due to this. We need to give businesses all the help we can.

Councilman McBride stated that he was in general supportive of the expansion of alcohol sales on Sundays. He reminded everyone that alcohol sales in City of Inverness on Sundays has been around for decades. He referenced the Publix Manager speaking to Council with this issue the last time this was addressed, and how they were losing profits due to this law. He felt this is a good business decision to pass. This is a good business decision.

Councilman Hinkle stated that he will go along with the council decision, but opposes this issue and has spoken to this in the past.

Council President Bega stated that this is a business decision, and we are not telling people whether they should drink or not drink. All businesses should have a fair chance on sales, as others do outside the city limits.

Councilwoman Hepfer motioned to have the City Clerk read the Ordinance by title only for the first reading. Seconded by Councilman Ryan. Motion carried.

ORDINANCE NO. 2013 -697

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Councilwoman Hepfer motioned to approve the Ordinance on the first reading by roll call vote. Seconded by Councilman Ryan. Councilman McBride, yes; Councilman Ryan, yes; Councilwoman Hepfer, yes; Councilman Hinkle, nay; President Bega, yes. Motion carried.

g) Other – City Manager DiGiovanni additionally reported on the following:

- We are ready for the Holiday Season. It came suddenly after dealing with the events and activities in downtown from September to November. The Christmas Parade will be Dec 14th.
- Council was copied on thank you letter to Paul Cash re; US Family Foundation for contribution to the City of Inverness in support of Whispering Pines Park.

- Staff continually wrestles with regulation of roadside signs throughout the city. If anyone knows of anyone whose sign has been collected, it can be retrieved by contacting us as to where to locate the stored signs.
- Staff is looking at the event management program staying the course. All have seen positive effects by these programs, and do not lose sight that we are moving forward with Valerie Theatre. This will cause us to build a staffing level for booking the Theatre and the 1st year of events for the Grand Opening. We will be making changes internally for this to be impactful for the community. Needs a dedicated staff and will need to add to the staffing.
- The IGC build-out is going well, and DCF is looking at this as a model of what they would like to do in other communities. They are protective and they like our building.
- Illumination of Cooter Pond Boardwalk is to be complete by January adding to the amenities for events in Inverness.
- The MSBU tax has not been forgotten. A meeting has been scheduled to include the Council President and City Manager, and will bring information back to you.
- FMIT who we manage our insurance with has returned \$22,545 to us and will be added into the General Fund.
- MPO and what it means to our community – Think of where you drive as a resident of Inverness and noted places to the North. We need to be looking East & North, as that is the direction this sector of Citrus County is going. Need to keep DOT focused on the where the economic return is going to be on investment for transportation.
- Our shuffleboard friends, Boyd and Helen Long sent a letter and articles of Boyd in his community up north.

COUNCIL/MAYOR SUBJECTS

Councilman Ryan hoped all had a bountiful Thanksgiving. He traveled to Maryland and enjoyed coming back to Inverness and noted the Welcome Centers at the state line have nothing on Inverness and need to contact FDOT.

Councilwoman Hepfer reminded everyone to get their flu shot.

Councilman McBride stated the Go Kart Races were great and how it brought many people into the city. Appreciates City Manager handling the property issue. Agrees with the City Manager's statement on the MPO and noted that 41 North is a priority for revamping existing road. Given where we are currently with the economy, etc., he would be surprised if the parkway exists 20 years from now.

Councilman Hinkle – Events bring people to town and this impacts our community and businesses. With sale of Hospital we should look at future lighting around the Hospital as it impacts our whole community. Mentioned the State of the City Presentation at the next meeting.

City Manager noted that in a few years improvement of Highland Blvd. will become the gateway to the real medical corridor of Citrus County.

NON-SCHEDULED PUBLIC COMMENT

George Gouldbourne, Huntinglodge Drive, spoke regarding architectural drawings regarding the War monuments and lighting.

ADJOURNMENT 6:53

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

DATE: December 13, 2013
ISSUE: Sensus Meter Agreement for Wireless Transmission System
FROM: City Manager
CC: City Clerk, Finance Director, Public Works Director
ATTACHED: Memorandum by Katie Cottrell and Sheri Chiodo
Memorandum by Larry Haag
Sensus Advanced Metering Infrastructure Agreement

Reference is made to attachments.

This project and process commenced early in 2013, and we are proceeding to remove and replace all utility account touch probe read meters with a fully automated wireless ‘real-time’ meter read system. The enclosed agreement is with the Sensus Meter Company and specific to the tower system and related infrastructure (hardware and software) to make the wireless system connection from meters to the City Financial data base. Essentially, Sensus USA, Inc. will make application for a Federal Communications Commission spectrum lease. The term of the agreement run is ten-years.

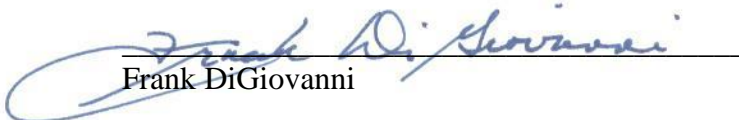
The project is administered and funded under the Agreement between the City of Inverness and Energy Systems Group (ESG). No upfront budget allocation is necessary, and the cost of improvements will be supported through savings and the imposed technology fee previously adopted by City Council.

The agreement governs the performance of the system and provides for an annual fee of \$22,500 for software hosting and general support.

City Legal Counsel reviewed and all recommended changes have been incorporated into the final document.

Recommended Action –

All paperwork and related matters are positioned for the City to proceed by motion, second and vote to accept the terms and conditions of the Agreement with Sensus Incorporated for Advanced Metering Infrastructure and authorize the Council President to execute the document.



Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-Fl.gov



DEPARTMENT OF PUBLIC WORKS

212 W. Main Street
Inverness, FL 34450
(352) 726-2321 Phone
(352) 726-5473 Fax

Memorandum

To: Frank DiGiovanni, City Manager

From: Katie Cottrell, Director of Public Works
Sheri Chiodo, Director of Finance

CC: Debbie Davis

Date: December 12, 2013

Subject: Sensus USA, Inc. – Advanced Metering Infrastructure (AMI) Agreement

Summary: Agreement with Sensus USA, Inc. to make application on the City's behalf for a Federal Communications Commission spectrum lease, and for technical services and support related to the Advanced Metering Infrastructure and components of that system including the FlexNet Base Stations and Software as a Service, hosted Logic Master Data Management (MDM). The term of the agreement runs for 10 years providing that the City continues to utilize the system.


Background: The City of Inverness entered into a guaranteed energy savings performance contract with Energy Systems Group (ESG) in August 2013, following an Investment Grade Audit and identification of the Energy Performance Program projects, including a comprehensive water meter retrofit, installation of AMI, sewage treatment plant load controls, and water leak detection. Prior to procurement of the AMI equipment, the City must enter into an agreement with Sensus outlining the roles and responsibilities for the installation and continued operation of the system.

Fiscal Impact: The City's purchase of equipment and annual services for the metering project is contracted through HD Supply; therefore, there are no upfront costs associated with this agreement. The agreement governs the performance of the system and provides for annual fee of \$22,500 for software hosting services and support.

Legal Review: The City Attorney has reviewed the contract and Sensus has accommodated all recommended changes in the contract. A copy of the City Attorney's letter is provided for your reference.

HAAG, HAAG & FRIEDRICH, P.A.
452 PLEASANT GROVE ROAD
INVERNESS, FL 34452
(352) 726-0901- TELEPHONE
(352) 726-3345 – FACSIMILE

MEMORANDUM

TO: Cheryl Chiodo, Finance Director
CC: Frank DiGiovanni, City Manager
Katie Cottrell, Public Works
FROM: Larry M. Haag, Esq. 
RE: Advanced Metering Infrastructure (AMI) Agreement
DATE: November 27, 2013

I have reviewed the AMI Agreement between the City and Sensus USA, Inc., presented for review and have the following comments:

1. As I stated in our meeting last Friday, the problem on page 4, subparagraph B., entitled Network Warranty, is that they are only warranting the software for one year although the contract is for ten years. It would seem that the term of the Agreement and the term of the warranty should be the same.
2. I assume that all the strikethroughs you made in the Agreement are consistent with what services or items Sensus USA is providing and they are not necessary to the contract.
3. On page 7, subparagraph F., entitled Term of Spectrum Lease, it states that this lease shall have the same term as the FCC license. I would hope that is ten years since that is what is stated on the first page.
4. On page 8, paragraph 5. General Terms and Conditions, you should understand that Sensus USA's limits of liability are no more than what the City pays them under the contract and that there is a statute of limitations of one year for bringing an action rather than six years as provided by general law.
5. On page 9, subparagraph F. dealing with confidentiality, there should be a sentence added to the end of the paragraph which states: The provisions of Chapter 119, Florida Statutes, shall prevail if in conflict with this paragraph.

6. In subparagraph J. on page 9, Governing Law and Dispute Resolution, it should be changed to Florida as you have noted on the draft.

7. In subparagraph K. on page 9, there is a restriction on discovery in the event of litigation. I believe that paragraph should be eliminated and we should be able to do discovery in the event of litigation in the same manner as provided by the Rule of Civil Procedure.

8. On page 15, I draw your attention to paragraph 7.2, last sentence that states, "The customer is responsible for maintaining all third party software licenses."

9. On page 26, dealing with Late Payments, the language used should be eliminated and a new paragraph which would state: All invoices not disputed in good faith by customer which customer does not pay within the timeframe provided in this agreement shall bear interest as provided by Florida Law (Florida Prompt Payment Act).

This concludes my comments. If you have any questions, please feel free to give me a call.

LMH/ss



Advanced Metering Infrastructure (AMI) Agreement

between

CITY OF INVERNESS
(“Customer”)

and

Sensus USA Inc.
(“Sensus”)

IN WITNESS WHEREOF, the parties have caused this AMI Agreement (“Agreement”) to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the “Effective Date.”

This Agreement shall commence on the Effective Date and continue for/until: December 23, 2023 (“Term”), provided that it may be extended for a longer period by written agreement. (If nothing is inserted into this blank, the Term of the agreement shall be for ten (10) years after the Effective Date.)

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: _____
Name: _____
Title: _____
Date: _____

Sensus project number: _____

Sensus quote number: _____ (“Quote”)

This Quote is hereby attached to Exhibit E of the Agreement.

Pricing in the Quote remains firm until _____ (“Trigger Date”) (If nothing is inserted in the blank, then the “Trigger Date” shall mean the first January 1 after the Effective Date. For example, if the Effective Date is June 1, 2013, the Trigger Date shall be January 1, 2014.)

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer. The “Required RF Field Equipment” means: _____ FlexNet Base Stations; _____ Remote Transceivers; and _____ Echo Transceivers. (If any of the three blanks are not completed or this is not initialized by a Sensus authorized representative, then Section 1(B) does not apply).

Sensus Authorized Representative Approval: _____

Customer: CITY OF INVERNESS

By: _____
Name: _____
Title: _____
Date: _____

Customer order acknowledgements shall be sent to:
[insert email address or fax number]

Sensus shall send all invoices to: [insert mailing address, email address, fax number, as applicable]

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: AMI Agreement

Exhibit A	Technical Support
Exhibit B	System Acceptance Test
Exhibit C	Statement of Work
Exhibit D	Software Listing
Exhibit E	Pricing
Exhibit F	Software as a Service

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through nine (9) and certify via

authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, as well as ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1	Customer/Lessee Name:		
	Attention To:		Name of Real Party in Interest:
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:		Email:

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name:		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:		Email:

3	If known, Customer's FCC Registration Number (FRN):
	Customer Tax ID:

4	Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____
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Individual Contact For FCC Matters

5	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name	
	Title:	
	Email:	Phone:
	Personal FRN:	
	Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do	

Ownership Disclosure Information

6	If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
		US Citizen?	Ownership Disclosure?
	Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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7
Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8
Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

9

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Title:		Customer Name:	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: AMI AGREEMENT

1. Equipment.

- A. Customer shall purchase all Equipment from Sensus' authorized distributor, and any warranties on such Equipment will be pursuant to terms agreed by Customer and Sensus' authorized distributor ("Customer-Distributor Arrangement").
 - i. [Intentionally omitted.]
 - ii. [Intentionally omitted.]
 - iii. [Intentionally omitted.]
 - (a) [Intentionally omitted.]
- B. **Network Warranty.**
 - i. Subject to subsection (ii), if more than the Required RF Field Equipment are required for the AMI System to meet the specifications set forth in Exhibit B of this Agreement, Sensus shall deliver to the Customer the hardware for the additional RF Field Equipment without charge to the Customer, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Notwithstanding anything to the contrary, Customer shall pay for the installation, tower lease fees, and any Ongoing Fees for all equipment provided pursuant to this subsection (i). The Customer shall have title to all equipment provided pursuant to this subsection (i). This subsection (i) shall only apply to the Meter Territory, as defined in subsection (ii). Furthermore, this subsection (i) shall cease one year after the Effective Date, such that after this date, Sensus shall have no obligation to provide RF Field Equipment hardware at no cost, and the Customer will have to purchase such hardware, even it is necessary to meet the specifications.
 - ii. Notwithstanding anything to the contrary, the parties recognize and agree that the RF Field Equipment site design and build is based on the specific metering locations and antenna heights provided to Sensus by the Customer in writing prior to the Effective Date ("Meter Territory"). For clarity, the Meter Territory only contains the individual meter locations and antenna heights specifically provided to Sensus by the Customer in writing prior to the Effective Date. New or different metering locations and/or antenna heights provided after the Effective Date may or may not require additional RF Field Equipment and/or changes to the RF Field Equipment locations. In the event new and/or different RF Field Equipment locations are required to accommodate these new metering sites and/or antennae heights, Customer agrees to: pay Sensus for the additional RF Field Equipment hardware, perform the necessary site preparation, and pay for the necessary installation, tower lease, and ongoing fees for all equipment purchased pursuant to this subsection (ii). Any equipment required pursuant to this subsection (ii) is excluded from the network warranty calculation described in subsection (i).
- C. **Limitations and Exclusions.** THE WARRANTIES IN SECTION 1(A)(iv), SECTION 1(B) THE G-500 WARRANTY, AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.
- D. **Ongoing Maintenance of Equipment.**
 - i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement. For electricity products, Customer shall first test and confirm that each socket to which a Field Device will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair.
 - ii. **RF Field Equipment.** Customer shall be responsible for the ongoing maintenance of the RF Field Equipment. Customer shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.
 - iii. **Server Hardware.** Customer shall be responsible for the ongoing maintenance of the Server Hardware. If the Server Hardware is located on Customer's property, Customer shall allow Sensus 24x7x365 remote and physical access to the Server Hardware. Remote access to the Server Hardware must be through a high speed VPN. The high speed VPN shall comply with the requirements indicated by Sensus from time to time.

2. Services.

- i. [Intentionally omitted.]
- B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware, at the prices set forth in Exhibit E or in the Customer-Distributor Arrangement.
- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit A.
- E. **Project Management.** Project Management of the AMI System is not included in this Agreement.

3. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit F, ONLY if both: (i) Customer and Sensus have included Software as a Service in this Agreement and the pricing for such services is listed in Exhibit E or in the Customer-Distributor Arrangement, and (ii) Customer is current in its payments for such services.
 - i. [Intentionally omitted.]
- B. **Intellectual Property.** Sensus and/or its supplier (as applicable) shall own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property.
- C. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

4. Spectrum Lease.

- A. **Definitions in this Section 4.** In this Section 4 only, Spectrum Lease, "Sensus" shall mean Sensus USA, Inc and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the spectrum; if no fees are listed in Exhibit E or the Customer-Distributor Arrangement for use of the spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.
- C. **Form 608.** Sensus will file with the Federal Communications Commission (FCC) a FCC Form 608, notification/application for a long term spectrum manager lease. This Lease becomes effective when the FCC receives the notification.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will:

- i. Complete and sign the representations on pages two (2) through four (4) of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. In the event that Customer does not already have one, Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
 - G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
 - H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Pursuant to the standards set forth in 47 CFR 1.9010, Sensus retains *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Payment.** All payment and pricing is subject to the terms in Exhibit E.
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise.
 - ii. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.
 - iii. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - iv. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service/software license and spectrum lease shall immediately cease.
 - D. **Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. Sensus will take reasonable steps to mitigate the Force Majeure. "**Force Majeure**" means an event beyond the reasonable control of Sensus, including acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral

rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. The provisions of Chapter 119, Florida Statutes, shall prevail if in conflict with this paragraph.
 - G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
 - H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
 - I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
 - J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Florida. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Florida. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - K. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - L. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - M. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations of Sensus are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
 - N. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Available Meter"** means an installed Sensus FlexNet meter or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered and is not a damaged or failed meter; (ii) it is in a deployment area of meters for Customer such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by a tower FlexNet Base Station or Echo Transceiver or Remote Transceiver that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the FlexNet Base Station, Echo Transceiver or any other network equipment that serves that meter has been affected by a Force Majeure event; (v) illegal or unauthorized jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement, including, but not limited to, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
 - D. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
 - E. **"CPI"** means the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index. Any CPI increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%).
 - F. **"DA Devices"** identifies RTMs and RTUs.
 - G. **"DA Software"** identifies the Sensus software listed in Exhibit D under the heading "DA Software" and any Patches, Updates, Upgrades that are provided to Customer pursuant to the terms of this Agreement ONLY TO THE EXTENT (i) pricing for the DA Software is specifically included in Exhibit E to this Agreement or in the Customer-Distributor Arrangement; and (ii) Customer is current in its payments for DA Software.
 - H. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - I. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - J. **"Escalator(s)"** means the following:

- i. **For Water Meters:**
 - (a) **For bronze and low lead water metering products:** the percentage change, for the relevant period, of the average of: (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted
 - (b) **For plastic main case meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
 - (c) **For Omni meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
- ii. **For all other goods and services:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
- iii. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)
- K. **"Field Devices"** means the meters, SmartPoint Modules, and DA Devices (if applicable).
- L. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- M. **"FlexWare™ Software"** identifies the Sensus software listed in Exhibit D under the heading "FlexWare™ Software" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- N. **"Harris Software"** means the software listed in Exhibit D under the heading "Harris Software" ONLY TO THE EXTENT (i) pricing for the Harris Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for Harris Software
- O. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- P. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- Q. **"LCM"** identifies the load control modules.
- R. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term as set forth on Exhibit E or in the Customer-Distributor Arrangement.
- S. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- T. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- U. **"Release"** means both Updates and Upgrades.
- V. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- W. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- X. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- Y. **"RTMs"** identifies the remote telemetry modules.
- Z. **"RTUs"** identifies remote telemetry unit.
- AA. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
- BB. **"Server Hardware"** means the RNI hardware.
- CC. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- DD. **"Software"** means the Sensus software listed in Exhibit D under the heading "Sensus Software List" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- EE. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- FF. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit can not complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- GG. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- HH. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- II. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into the Support Knowledge Base. Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> Answer to question is provided. Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit B System Acceptance Test

Objective

The objective of the System Acceptance Test is to verify that the AMI System will operate and meet or exceed the criteria set forth in this Exhibit. All capitalized words not defined in this Exhibit shall have the meaning set forth in the Agreement to which this Exhibit is attached. The System Acceptance Test shall consist of the Test Equipment and such additional goods as set forth below. "Test Equipment" means the number of RF Field Equipment and RNIs set forth in the propagation study completed by Sensus. The parties will jointly administer the System Acceptance Test. Customer may choose to waive testing of any requirement if it believes that such testing is unnecessary. Should any specific test be waived, such test shall be deemed to have passed. For clarity, the tests in this exhibit are one-time tests, meaning that once the system or route (as applicable) passes the test, there is no need or obligation to retest or to satisfy the obligations below multiple times.

The System Acceptance Test shall consist of the below listed tests, only to the extent the below tests are applicable (for example, the Gas Acceptance Test is not applicable if the Customer has not purchased gas SmartPoint Modules from Sensus or Sensus' authorized distributor). For clarity, the software license and spectrum lease can only be used for the Permitted Use.

1. Water Acceptance Test

For all tests below, Sensus will calculate the applicable performance requirements using the existing software features within the AMI System. Unless stated otherwise below, any disputes regarding the performance of the AMI System shall be settled using printouts of meter read data from the RNI's database ("RNI Database").

1. Water Acceptance Test

The objective of Water Acceptance Test is to verify that the water meters and water SmartPoint Modules in the AMI System, when actually installed in specific, agreed reading routes (each a "Route"), will operate and meet or exceed the criteria set forth below. The Routes shall be agreed by Customer and Sensus. The test is intended to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of water Available Meters ("Water Route Units"). Water Route Units only includes the water Available Meters installed in the applicable Route.

Before beginning the Water Acceptance Test, the Test Equipment must be installed in locations defined in the propagation study. Additionally, all Water Route Units must be installed. Customer shall send written notice to Sensus once all Water Route Units are installed ("Water Deployment Date").

Within thirty (30) days after the Water Deployment Date, the parties shall begin the Water Acceptance Test on the Water Route Units. Customer and Sensus shall work in good faith to complete the Water Acceptance Test no later than thirty (30) days after commencement of testing. The tests in this section shall only be conducted on Water Route Units, which only include deployed water Available Meters. Notwithstanding anything to the contrary, the Water Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Effective Date.

Testing Specifications - Water Read Success

The Water Read Success will test whether water Available Meters deliver billing reads to the FlexNet Base Station within the Billing Window. Water Read Success shall only include Water Route Units that are Available Meters throughout the entire Billing Window. Water Read Success only measures reads sent from the Water Route Unit to the FlexNet Base Station; it does not include on demand reads. This test is achieved when Water Read Success reaches a level of 98.5% successful reads during an agreed upon Billing Window. The Billing Window shall be agreed by Customer and Sensus.

$$\text{Water Read Success} = 100 \times ((\text{number of Water Route Units read during the Billing Window}) / (\text{Water Route Units population})).$$

If Water Read Success is equal or greater than 98.5, then Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Read Success test for the applicable Route. Such notice shall specify the applicable Route and shall state the date on which the Water Read Success test was successfully completed. This process shall continue until all Routes have successfully completed the Water Acceptance Test.

Completion of Water Acceptance Test

Once all Routes have successfully completed the Water Acceptance Test, Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Acceptance Test for all Routes. Such notice shall specifically state that the test is successfully completed for all Routes, and shall state the date on which the test was completed for all Routes.

Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) all Routes successfully completing the Water Acceptance Test; (b) the three year anniversary of the Effective Date; or (c) the termination or expiration of this Agreement.

Results

The applicable above tests shall be successfully completed or waived for the System Acceptance Test to be satisfied. Upon successful completion of each of the applicable above described tests, or waiver thereof, System Acceptance is deemed to have occurred, and Customer shall promptly issue written notice to Sensus of System Acceptance. Such notice shall state the date on which Sensus successfully completed the System Acceptance Test.

If Sensus does not successfully complete any one of the applicable above tests, Customer shall promptly issue written notice to Sensus, describing the reason for Sensus' failure. Sensus shall have a reasonable time to cure such defects. Sensus shall provide notice to Customer when the defects are cured and the parties shall re-perform the failed test(s).

Exhibit C
Statement of Work

This Exhibit C only applies if Customer purchases Equipment directly from Sensus.

I. General Responsibilities.

a. Sensus will:

1. Conduct a propagation study to determine the locations best suited for installation of the FlexNet Base Stations and to ensure proper communications with end point transmitters and the RNI.

b. Customer will:

1. Provide a key point of contact to work with Sensus to help facilitate a timely installation of the FlexNet system.
2. Provide Sensus a map of its Service Territory with latitude and longitude ("lat/lon") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
3. Work with Sensus to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/lon if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
4. Be responsible for monthly fees associated with the network access for all sites where network access is needed.
5. Provide communications link (high speed DSL is preferred) between the RNI and the FlexNet Base Station. One of the following should be used to access these components: (i) Cisco VPN; (ii) Open VPN Connection; or (iii) SSH access via port 22 to Linux NC. If Customer is providing SSH access, Port 22 on the firewall must be opened and redirected to the internal IP address of the Sensus RNI.
6. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to Customer's internal network.
7. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
8. Be responsible for applying for and purchasing any needed work permits.

RNI Responsibilities. [Intentionally omitted.]

II. FlexNet Base Station Site Responsibilities

a. Sensus will:

1. Determine the correct FlexNet Base Station configuration for the project. FlexNet Base Stations are available in three configurations: indoor, outdoor and rack mounted.
2. Identify and hire a qualified installation team to install and commission the FlexNet Base Station equipment and make final end connections to the equipment for an agreed upon installation fee.
3. Provide the FlexNet Base Station and antennae sufficient to receive meter data and provide the meter data to the RNI via Customer's provided network.
4. Provide the following equipment for the FlexNet Base Station installation: (a) Antel BCD-87010 Omni Directional Antenna or appropriate panel antenna as required, (b) up to 400 feet of 7/8" coaxial cable per FlexNet Base Station location, (c) N/F connectors for 7/8" coaxial cable required for antenna installation connection, (d) jumpers required to attached antenna to coax and to FlexNet Base Station (length of Jumper to be determined by individual site), (e) RF Polyphaser surge current arrestor, (f) grounding Kits for 7/8" coaxial cable, (g) #6 stranded grounding wire for grounding FlexNet Base Station Cabinet, (h) antenna mount and standoff for antenna installation, (i) hoisting grips to install coaxial cable and to support coax cable, (j) equipment required to pickup, transport and install FlexNet Base Station on Platform, and k) one (1) hoisting grip per coax cable and hangars as needed.
5. Have access to a ground field (supplied by Customer) to properly ground the FlexNet Base Station and antenna equipment.
6. Mount the FlexNet Base Station cabinet (if needed) to the structure provided and identified by Customer.
7. Make all data and power terminal, and antennae connections at the FlexNet Base Station Cabinet. This includes the connection from the power source (supplied by Customer) and connection of the CAT 5 data line (supplied by Customer) from the network access point at the site.
8. Provide all strapping hardware needed to run the data and power cables from the base of the FlexNet Base Station site to the antennae if needed.
9. Install the antenna at an agreed-upon location on the antenna structure.
10. Provide and install Andrew 7/8" coaxial cable from each FlexNet Base Station location to antenna mount location. Coax will be installed on the appropriate leg of tower or mounting structure.
11. Provide and install antenna mount with a 3 foot stand-off for the antenna installation.
12. Mount the Sensus provided Antel BCD-87010 or appropriate panel antenna for installation.
13. Install the Sensus provided RF Polyphaser and bond it to the ground buss entry location.
14. Install a 6 foot jumper from polyphaser entry port of FlexNet Base Station duplex.
15. Ground the FlexNet Base Station to common ground with appropriate #6 ground wire and appropriate ground lugs.
16. Program and commission the FlexNet Base Station for proper operation.
17. Sweep the antenna and coax line to ensure conformance to Sensus' published specifications.
18. Perform drive-by testing to verify coverage.
19. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

b. Customer will:

1. Provide an area at the FlexNet Base Station site for installation if the FlexNet Base Station is to be installed at a Customer provided site and prepare the site as follows:
 - A. The site must have a network connection available for the FlexNet Base Station to communicate with RNI. Suggested communications methods are Ethernet, DSL, Microwave and wireless. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the FlexNet Base Station such as Juniper router / firewall, switches, etc. will be Customer provided.
 - B. Customer will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.).
 - C. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - D. An Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - E. An Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on FlexNet Base Station.
 - F. An Outdoor site shall have installation of FlexNet Base Station concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb./ sq.inch.
 - G. An Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - H. The site must have all RF and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended; Motorola R-85 grounding specification preferred.
 - I. Customer to supply a cable bridge between the antenna mounting structure and the indoor/outdoor FlexNet Base Station site if and as needed.
 - J. For each outdoor basestation that is required at your location, you are responsible to provide two (2) additional ports on your LAN and one (1) additional port for each indoor basestation
2. Provide the necessary trenching of the power line, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
3. Provide network access at the site where the FlexNet Base Station is to be installed. Customer should consult with a Sensus representative regarding the available options for network connections between FlexNet Base Station and RNI.
4. Provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.

5. Provide any conduit or trenching needed to run the data cable to the FlexNet Base Station. Customer is responsible to assure that data cable is located within 1 foot of the final location of the FlexNet Base Station.
6. Provide padlocks at each FlexNet Base Station location for security purposes.
7. Install grounding material at the location of the FlexNet Base Station installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the FlexNet Base Station.
8. Provide access to a proper ground field at the FlexNet Base Station site to enable Sensus to properly ground the FlexNet Base Station and antenna equipment.
9. Be responsible for getting access/permission to any structure that is not owned by Customer.

III. Echo Transceiver / Remote Transceiver Responsibilities

a. Sensus will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Customer.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.

b. Customer will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.
3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

IV. Endpoints & Field Installation Responsibilities

a. Customer will:

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.
2. Customer is responsible for the safe installation of the Endpoints. For electricity products, Customer shall first test and confirm that each socket to which a Network Device will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair.
3. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
4. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
5. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
6. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
7. Once the installer has completed troubleshooting of installation issues, Sensus will investigate the remaining Endpoints to identify and fix any coverage issues.
8. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.
9. Be responsible to rent or purchase approved handheld programming devices in sufficient quantities to meet the demands of the installers.

**Exhibit D
Software Listing**

THIRD PARTY SOFTWARE		
	Software	Version
BUNDLED THIRD PARTY SOFTWARE	Apache Tomcat	Version 5.5.23
	Apache Camel	Version 2.5
	Geos	Version 2.2.3-1
	Java	Version 1.6.20
	JMS/Active MQ	Version 5.4.2
	Ntpd	Version 3.9
	Open LDAP	Version 2.3.43-3
	Open SSH	Version 4.4
	Open SSL	Version 0.9.8e-7
	Perl	Version 5.8.8
	PostgreSQL	Version 8.4
	Spring Framework	Version 3.0.5
	Apache HTTP Server	Version 2.2.3
	copSSH	Version 2.1.0
	cURL	Version 7.15.5-2
	PostGIS	Version 1.3.5-1
	Sarissa	Version 0.9.7.1
	ImageMagick	Version 6.2.8.0-4
	Ghostsript	Version 8.15.2-9.4
NON-BUNDLED THIRD PARTY SOFTWARE	Database: Oracle OR MS SQL Server	Oracle 11g MS SQL Enterprise 2008 R2
	MS Windows Server 2003 (Stats)	Enterprise Edition (64 bit installation)
	MS Windows Server 2008 (Database/Parser)	Enterprise Edition (64 bit installation)
	RedHat Linux	RedHat Enterprise Linux AS 5.8.Premium Edition
	Big Brother or HP Open View	Version 3.1 Version 7.51 or newer
	Red Gate SQL Backup or Veritas Netbackup	Standard Edition Version 6.0 or newer
	Google Earth	Version 4.1 or newer
	SENSUS SOFTWARE LIST	
	Software	Version
FLEXWARE™ SOFTWARE	Sensus RNI	Version 3.1
	FlexNet Base Station Software	Version 100120
DA SOFTWARE	PowerVista™ Application	Customer will only have a license to the DA Software ONLY TO THE EXTENT (i) pricing for the specific item of DA Software is specifically included in Exhibit E to this Agreement or in the Customer-Distributor Arrangement; and (ii) Customer is current in its payments for that specific item of DA Software
	SCADA-Xchange™ Software	
HARRIS SOFTWARE LIST		
MeterSense MDM (Logic)		Customer will only have a license to the Harris Software ONLY TO THE EXTENT (i) pricing for the specific item of Harris Software is specifically included in Exhibit E to this Agreement or in the Customer-Distributor Arrangement and (ii) Customer is current in its payments for that specific item of Harris Software The MeterSense MDM (Logic) requires the Customer to use oracle 11g standard Edition License and requires the Customer to use RedHat Enterprise Linux AS 6.2 Premium Edition.
Rules Editor		
Outage Supervision		
Advanced Reporting		
Distribution Optimization		
Customer & Home Connect		
Weather Data Interface		
Interface to Customer Information System (CIS)		
Interface to Geographic Information System (GIS)		
Supervisory Control and Data Acquisition (SCADA) Integration		

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

- No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
- The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
- Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
- The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
- The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
- The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
- To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription: End User License Agreement:
 Red Hat Enterprise Linux http://www.redhat.com/licenses/rhel_rha_eula.html
 JBoss Enterprise Middleware http://www.redhat.com/licenses/jboss_eula.html

Exhibit E Pricing

Pricing Information

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit E or in the Quote referenced on the first page. Such Quote is incorporated into this Exhibit E by reference. The pricing in Exhibit E shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit E shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit E cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. Customer shall pay all invoices within thirty (30) days of the invoice date. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

Late Payments. All invoices not disputed in good faith by customer which customer does not pay within the timeframe provided in this agreement shall bear interest as provided by Florida Law (Florida Prompt Payment Act).

Disputed Invoices. If Customer disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate

Withholding. Customer may withhold payment on an invoice for defective goods and services. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Delivery and Packaging. Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn Customer Service
Fax: 800-888-2403
Email: icon.support@sensus.com

Exhibit F Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if (i) Customer opts for such services at the prices set forth in the Exhibit E or in the Customer-Distributor Arrangement, and (ii) Customer is current in its payments.

A. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that: (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service; and (d) the parties will fulfill their respective obligations as set forth in the Statement of Work.

B. Software as a Service Definition.

1. **"Software as a Service"** means only the following services:
 - i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
 - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
 - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
 - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
 - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
 - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
 - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
 - viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
 - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
 - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the service area.
 - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
 - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
 - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit A.
 - xiv. Providing "hot failover" disaster recovery solution within twenty four (24) hours.
 - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.
2. **"Software as a Service"** does not include any of the following services:
 - i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
 - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
 - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

2. Calculations

- i. **"Targeted Minutes of Operation"** or **"TMO"** means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

3. **Exceptions.** "Exceptions" mean the following events:

- i. Force Majeure;

- ii. Emergency Work, as defined below; and
 - iii. Lack of Internet Availability, as described below.
4. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:
- 1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - 2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - 3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - 4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - 5. Dry pipe pre-action fire detection and suppression systems are provided.
 - 6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- 1. Customer shall pay all Software as a Service fees according to the pricing schedule in Exhibit E.
 - 2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.
 - 3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
 - 4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.
- D. Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.

Interoffice Memorandum – *City of Inverness*

TO: Elected Officials

FROM: City Manager

SUBJECT: FISCAL YEAR 2014-15 BUDGET & CIP DEVELOPMENT SCHEDULE

DATE: December 13, 2013

CC: City Clerk, Senior Staff, Woodard Curran and ICRA

Attached: 2014-15 Budget Schedule

Enclosed is the development schedule for the 2014-15 City-Wide Capital Improvement Plan (CIP) and Operational Budget Appropriation to include General Fund, Enterprise Fund, and Special Funds. Elected Officials are asked to closely review the dates identified in **bold** for Council participation. The schedule is consistent with previous years, which has worked to help us produce a well received, fiscally prudent document. The schedule is not tailored for individual needs. If you find a personal conflict, we ask that you please state so at the meeting so we may either modify the schedule or leave it as is. Once approved, staff generated changes (if any) that affect a public meeting will be noticed to Elected Officials, the public, and media

Recommended Action -

If acceptable it is recommended that City Council motion, second and votes to confirm the CIP and Budget Schedule to establish the dates and times for Council Workshops & Public involvement.

Thanking you for your attention and support of this matter.


Frank DiGiovanni



FINANCE DEPARTMENT

212 W. Main Street
Inverness, FL 34450
(352) 726-5016 Phone
(352) 726-5534 Fax

Memorandum

To: Frank DiGiovanni, City Manager

From: Sheri Chiodo, Director of Finance

CC: Debbie Davis, City Clerk
Paula Carnevale, Assistant Finance Director

Date: December 11, 2013

Reference: Budget Calendar – Fiscal Year 2015 Budget Development

Provided with this memorandum for council consideration and adoption is the proposed budget calendar to be used as a basic plan in preparing, reviewing, and approving the Fiscal Year 2015 Operating Budget and the 2015 – 2019 Capital Improvement Program. Consistent with past years, the process will commence on December 30, 2013 and end on Friday October 10, 2014.

City of Inverness Fiscal Year 2015 Budget & CIP Development Schedule

Functional Statement	Date	Time
Manager/Finance Director Planning Meeting: Revenues; CIP Funding: O&M	Monday, December 30, 2013	1:00 PM
Manager, Directors, & W&C Budget Approach: Personnel, O&M, Capital, CIP, Council Overview General Data; Revenues, Grants & Narratives	Wednesday January 8, 2014 Post Council Meeting	9:30 AM
Directors and W&C Submit Updated Council Overview Narratives to Include: Project Status, Proposed Projects and Revenue/Grant Projections To Finance	Friday, January 31 2014	5:00 PM
Manager & Directors, W&C : CIP Planning Meeting, Distribution Of Forms And Narratives	Wednesday February 5, 2014 Post Council Meeting	9:30 AM
Manager, Directors, & W&C Meetings: For Council Overview Meeting	Monday February 10- Friday February 14, 2014	TBA
CIP Departmental and W&C Submittals To Finance	Friday March 7, 2014	5:00 PM
Finance Director Forwards Presentation Material To Manager For Council Overview	Friday March 14, 2014	5:00 PM
CIP Review – Manager, W&C & Directors	Monday March 17- Friday March 21, 2014	TBA
Council Budget Overview	Thursday April 3, 2014	5:30 PM
Five-Year Capital Improvement Plan To Council	Friday April 25, 2014	12 Noon
City-Wide Five-Year CIP Council Workshop	Thursday May 1, 2014	5:30 PM
CIP Council Workshop (2) (If Necessary)	Thursday May 8, 2014	5:30 PM
Departmental O&M Budget Due To Finance	Friday May 16, 2014	5:00 PM
Manager & Director Meetings To Review O&M Submittals For All Agencies	June 2 - June 30, 2014	TBA
Property Appraiser Certifies Tax Roll	Tuesday July 1, 2014	N/A
City Council Sets Tentative Millage	Tuesday July 15, 2014	5:30 PM
DR Form 420 Forwarded To Property Appraiser	Wednesday July 16, 2014	N/A
Full City Budget Available To City Council	Friday July 18, 2014	12 Noon
City-Wide Council Budget Workshop	Tuesday July 22, 2014	5:30 PM
City Council Budget Workshop (If Needed)	Thursday July 24, 2014	5:30 PM

City of Inverness Fiscal Year 2015
Budget & CIP Development Schedule

Functional Statement	Date	Time
Post Tentative Budget to City Website	Friday, August 1, 2014	N/A
Tentative Budget Adoption Public Hearing	Thurs Sept 4, 2014	5:01 PM
Advertise Budget Ordinance	Monday Sept 8, 2014	N/A
Advertisement Published For Final Budget Public Hearing To Adopt Budget For 2013	Sunday Sept. 14, 2014	N/A
Final Budget Public Hearing To Adopt Budget	Thursday Sept. 18, 2014	5:01 PM
Forward resolution or ordinance adopting final millage to Property Appraiser, Tax Collector and Department of Revenue	Friday, Sept. 19, 2014	N/A
Property Appraiser Certifies Tax Roll (Final)	Wednesday October 01, 2014	N/A
DR 422 (Form) Completed	Thursday October 02, 2014	N/A
DR 487 (Form) Completed	Thursday October 02, 2014	N/A
Post Final Adopted Budget to Website	Friday October 10, 2014	N/A
TRIM Certification Packet Completed and Mailed	Friday October 10, 2014	N/A

Agenda Memorandum – *City of Inverness*

DATE: December 12, 2013
ISSUE: Volunteer Board & Commission Member Appointment
Planning & Zoning Commission
FROM: City Clerk Davis
CC: City Manager DiGiovanni
ATTACHED: Memo - Community Development Director Malm
Application by Karen Esty

With reference to the attached documents, Ms. Karen Esty has made application with interest to be appointed to Planning and Zoning Commission for the City. Ms. Esty currently serves on the Citrus County Citizens Advisory Committee, and regularly attends the City Council meetings. She has previously served on various development boards in the Miami area, including Miami-Dade County Zoning Appeals Board and the Miami-Dade Citizens Transportation Advisory Board. Per our review, she meets all tenants for appointment to the Planning and Zoning Commission.

Recommended Action:

This item represents a policy decision of City Council. Board and Commission members are appointed at Council's pleasure. If there is interest to proceed, City Council would need to motion, second, and vote to appoint Karen Esty to the City of Inverness Planning and Zoning Commission.



Deborah Davis

MEMORANDUM

TO: Frank DiGiovanni, City Manager

FROM: Dale Malm, Community Development Director

DATE: November 27, 2013

RE: Board Application From Karen Esty
For Membership on the Planning & Zoning Commission

APPLICATION:

The Community Development Department has received an application from Ms. Karen Esty for consideration toward membership on the Planning and Zoning Commission. Ms Esty is a resident and a property owner within the City and therefore meets the qualifications for consideration on this board.

REVIEW:

Ms. Esty currently serves on the Citrus County Citizens Transportation Advisory Committee, and regularly attends the Council meetings for the City of Inverness. Her previous experience with regards to planning includes serving on various development boards in the Miami area including The Miami-Dade County Zoning Appeals Board and the Miami-Dade Citizens Transportation Advisory Board.

RECOMMENDATION:

Ms. Esty's background and experience with respect to Planning and Zoning would serve the City of Inverness well especially with views and experience in a similar position in a different city. It is therefore recommended that Ms. Esty receive consideration toward a board member position on the Planning and Zoning Commission.



DEPARTMENT OF COMMUNITY DEVELOPMENT

212 W. Main Street
Inverness, FL 34450
(352) 726-3401
(352) 726-5473 Fax

Planning, Building & Zoning
Code Enforcement
Economic Development

APPLICATION FOR SERVING ON CITY BOARDS

1. Name: Karen Esty Home Phone 341-1526
2. Home Address 2409 Wilson Street
3. Business N/A Bus. Phone N/A
4. Business Address N/A
5. Brief resume of education and experience: "See attached"
6. Are you a registered voter? Yes X No Precinct# 403
7. Are you a resident of the City? Yes X No
8. Do you own property in the City? Yes X No
9. Do you hold a Public Office? Yes No X
10. Are you employed by the City? Yes No X
11. At present, do you serve on a board or committee of either the city or county?
Yes X No
If "yes", name: Citrus County Citizens Transportation Advisory Committee
12. Please check the boards and/or committees you are interested to serve on:
X Planning & Zoning Commission
 Zoning Board of Adjustment
 Code Enforcement Board (must be a resident of the City)
 Inverness Community Redevelopment Agency
 Architectural/Aesthetic Review Committee

13. Committee or Boards you have served in the past: Miami-Dade County Zoning Appeals Board, Miami-Dade Citizens Transportation Advisory Board
14. Why do you believe you are qualified to serve on this board/committee? I have been involved in zoning issues since 1991 and have served of various boards that influences how and were development takes place.
15. Would you consider serving on another board or committee other than the one(s) you selected above? Yes X No
16. Until such time you are selected for the board or committee of your choice, may we submit your application when vacancies occur rather than phone you? Yes X No

NOTE: (1) Application will remain active for one (1) year from submittal date.

(2) If appointed, you are required to complete a Financial Disclosure form.

SIGNATURE Karen Esty DATE November 26, 2013

*APPLICATIONS REMAIN ON FILE FOR 6 MONTHS



December 9, 2013

Frank Digiovanni
City of Inverness
212 W Main St.
Inverness, FL 34450

Dear Frank,

On behalf of the Boys & Girls Clubs of Citrus County, I want to thank the City of Inverness for partnering with the Boys & Girls Club and the Affordable Karting Club to make the 3rd Annual Inverness Grand Prix held on November 23, 2013 such a success. We truly appreciate all the time and hard work that goes into this event. The day was beautiful and the drivers, along with the spectators, were very excited to see who was going home with the First Place trophy in their category.

For more than 20 years the Boys & Girls Clubs has provided quality after school programs for the children and we take seriously our commitment to serve as responsible stewards of the financial resources invested in our mission. Our Board of Directors, staff and children truly appreciate your support and commitment to the youth of Citrus County which sets a fine example for others to follow.

With your continued contributions we will remain the safe haven and "The Positive Place for Kids".

In Service To Youth,

Chad Halleen
Board President

CH:gf

Executive Director

Administrative Office
PO Box 907
Lecanto, FL 34460-0907
Tel 352-621-9225
Fax 352-621-4679

Executive Board

President
Chad Halleen
V.P. Operations
Anne Pope
V.P. Resource Development
Fred Clark
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Stan Solovich

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Glen Abbott
Jeff Dawsy
Sam Himmel
Cathy Kapulka
Kathleen Perkins
Todd Workman



Great Futures Start Here

"Please Remember the Boys & Girls Clubs of Citrus County in Your Estate Planning"